

CIRCUIT COURT DUNLAP, TENNESSEE	STATE OF TENNESSEE CIVIL SUMMONS page 1 of 1	Case Number <u>13-cv-258</u>
J. CURTIS and DEBORAH SMITH v. STATE FARM FIRE AND CASUALTY COMPANY		
Served On:		
STATE FARM FIRE AND CASUALTY COMPANY	Service of Process: c/o Commissioner of Insurance; Dept. of Commerce and Insurance, Attn: Service of Process, 500 James Robertson Parkway, Nashville, Tennessee 37243-1131	

You are hereby summoned to defend a civil action filed against you in Circuit Court, Sequatchie County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the required date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued: 12-3-13

Dolores Finley
Clerk / Deputy Clerk - Circuit Court

Attorney for Plaintiff: Jared C. Smith
Post Office Box 1656, Dunlap, Tennessee 37327

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA §26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for your self and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to execute it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to Karen Millsaps, Circuit Court Clerk, Sequatchie County
351 Fredonia Road, Suite B
Dunlap, Tennessee 37327

CERTIFICATION (IF APPLICABLE)

I, _____, Clerk of Sequatchie County do certify this to be a true and correct copy of the original summons issued in this case.

Date: _____

Clerk / Deputy Clerk - Circuit Court

OFFICER'S RETURN: Please execute this summons and make your return within ninety (90) days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows:

Date: _____

By: _____

RETURN ON SERVICE OF SUMMONS BY MAIL: I hereby certify and return that on _____, I sent postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in the above styled case, to the defendant State Farm Fire and Casualty Co., c/o Commissioner of Insurance. On _____ I received the return receipt, which had been signed by _____ on _____. The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: _____

Notary Public / Deputy Clerk (Comm. Expires) _____

Signature of Plaintiff _____

Plaintiff's Attorney (or Person Authorized to Serve Process) _____

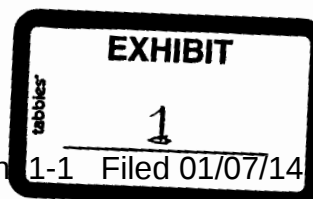
(Attach return receipt on back)

ADA: If you need assistance or accommodations because of a disability, please call _____, ADA Coordinator, at _____

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**IN THE CIRCUIT COURT OF SEQUATCHIE COUNTY, TENNESSEE
AT DUNLAP**

**J. CURTIS SMITH, and
DEBORAH SMITH,**

Plaintiffs,

v.

**STATE FARM FIRE AND CASUALTY
COMPANY**

Defendant.

JURY DEMAND

Case Number: 13cv258

DATE 12-3-13 ^{FILED}
Circuit Court
Sequatchie Co., TN
Karen L. Millsaps, Clerk

COMPLAINT

COMES NOW the Plaintiffs, J. Curtis Smith, and wife, Deborah Smith, by and through their undersigned attorney, complain of Defendant State Farm Fire and Casualty Company, and state and allege as follows:

PARTIES

1. Plaintiffs, J. Curtis Smith and Deborah Smith, are adult residents and citizens of Sequatchie County, Tennessee.
2. Defendant, State Farm Fire and Casualty Company (State Farm), is an Illinois company, authorized to do business in Tennessee, and provides real and personal property insurance in Sequatchie County, Tennessee.

FACTS

3. J. Curtis and Deborah Smith purchased a fire and casualty policy, policy number 42-34-4467-4, from James "Jimmy" Garren, an authorized agent of State Farm, and such policy is issued by State Farm.

4. At all material times since the issuance of the policy by State Farm, J. Curtis and Deborah Smith paid the required premiums, and such policy was in full force and effect on December 6, 2012.
5. The policy insured the Smiths' dwelling located at 825 Dell Trail, Dunlap, Sequatchie County, Tennessee, 37327. The insurance policy provided, among others things, insurance coverage against fire in accordance with the policy provisions upon the dwelling and personal property located at 825 Dell Trail in Dunlap.
6. The limit of liability from Coverage A of the insurance policy on the dwelling at 825 Dell Trail in Dunlap is six hundred eighty nine thousand and five dollars (\$689,005.00).
7. The limit of liability from Coverage B of the insurance policy on the personal property located at 825 Dell Trail in Dunlap is five hundred sixteen thousand seven hundred fifty four dollars (\$516,754).
8. State Farm's insurance policy, requires any suit to be commenced within one year after the date of loss or damage.
9. On December 6, 2012, a fire occurred involving the dwelling and personal property located at 825 Dell Trail in Dunlap, which resulted in substantial damage to the dwelling and personal property of J. Curtis and Deborah Smith.
10. State Farm was notified of the fire at 825 Dell Trail. On or about December 8, 2012, claim number 42-225H-809 was assigned by State Farm to the fire loss.
11. Paul Everling, a claim adjuster/representative and employee for State Farm in Tennessee was assigned J. Curtis and Deborah Smith's claim 42-225H-809.
12. State Farm waived the filing of the Proof of Loss within the period required in the policy. State Farm requested a Proof of Loss in late September of 2013 and J. Curtis and

Deborah Smith promptly responded and submitted a Proof of Loss on or about October 2, 2013.

CLAIM FOR RELIEF: BREACH OF CONTRACT

13. J. Curtis and Deborah Smith contracted with Mathews Construction, Inc. (Mathews), in Chattanooga, Tennessee, to repair their dwelling. Mathews produced an estimate in excess of five hundred ninety thousand dollars (\$590,000) to repair the dwelling located at 825 Dell Trail in Dunlap.
14. State Farm unreasonably denied J. Curtis and Deborah Smith's claim for repair of their dwelling for seven (7) months.
15. A meeting held in Dunlap on May 8, 2013, resulted in State Farm revising the estimate to coincide with Mathews' estimate to repair the dwelling.
16. The May meeting and Mathews' estimate did not address replacement of window draperies, shower curtains, and bed spreads.
17. State Farm's unreasonable denial and delay processing claims for window draperies, shower curtains, and bed spreads has resulted in a delay in the completion of the dwelling construction.
18. State Farm's unreasonable delay in resolving J. Curtis and Deborah Smith's dwelling claim caused a delay in considering and paying the Smiths' personal property claim within the one year policy limitation.
19. J. Curtis and Deborah Smith have submitted dwelling claims in excess of the policy limits, but State Farm has unreasonably and unjustifiably refused to pay the claims, resulting in a constructive denial of those claims.

20. J. Curtis and Deborah Smith have submitted personal property claims in excess of the policy limits, but State Farm has unreasonably and unjustifiably refused to pay the claims, resulting in a constructive denial of those claims.
21. Accordingly, J. Curtis and Deborah Smith allege that State Farm has knowingly, intentionally, and unjustifiably failed to perform under the terms of the insurance contract and State Farm's failure to perform is a material breach of the insurance contract.

DAMAGES

22. As a direct and proximate cause of Defendant State Farm's conduct, J. Curtis and Deborah Smith have sustained damages as a result of State Farm's breach of contract.

PRAYER FOR RELIEF

WHEREFORE, J. Curtis and Deborah Smith respectfully prays the Court for the following relief:

1. That State Farm be ordered to specifically perform under the terms of the insurance contract;
2. In the alternative, that this Court enter a judgment against State Farm for their actual damages under the policy;
3. That this case be tried by a jury;
4. That this Court award J. Curtis and Deborah Smith any such other relief this Court deems just and proper.

This the 3rd day of December 2013.

Respectfully submitted,

LAW OFFICE OF JARED C. SMITH, PLLC

BY: 

Jared C. Smith, BPR# 32,372


Attorney for Plaintiffs

Post Office Box 1656

Dunlap, Tennessee 37327

(865) 776-6980

I go surety for all costs, other than discretionary costs, that may at any time be adjudged against the principal in the event they are not paid by the principal.


Jared C. Smith